

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said HEATHER DEVELOPMENT CORP. its successors and assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of A forty-nine hundred fifty dollar promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said

Heather Development Corp.

it successors or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their duty or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such